

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT
Southern District Of New York

In re Lehman Brothers Holdings Inc., et. al.,

Case No. 08-13555(JMP)
(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Barclays Bank PLC

Name and Address where notices to transferee should be sent:
Daniel Miranda
Barclays Bank PLC
745 Seventh Avenue, 2nd Floor
New York, NY 10019
Email: daniel.miranda@barclayscapital.com

Name of Transferor

Varde Investment Partners, L.P.

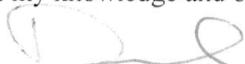
Court Claim # (if known): 66884
Amount of Claim as Filed: \$95,822,716.95
Amount of Claim Transferred: \$10,484,947.48
Date Claim Filed: 10/28/2009
Debtor: Lehman Brothers Holdings Inc.

With a copy to:
Anthony Vitiello
Barclays Bank PLC
745 Seventh Avenue, 2nd Floor
New York, NY 10019
Email: anthony.vitello@barclayscapital.com

Wire Instructions:
Barclays Bank
ABA #: 026 002 574
A/C SWAPS
A/C #: 050019228

Name and Address where transferee payments should be sent (if different from above): N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  Date: 11/13/13
Daniel Crowley Managing Director

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Värde Investment Partners, L.P. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 66884 filed by predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York and benefits of Seller securities, instruments, relating to the Purchased Claim, including without limitation (i) any right to receive cash, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (hereinafter arising) which evidence, create and/or give rise to or affect in any material way whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code ("Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim of Seller's right, title and interest in, to and under the transfer agreements, if any, under which seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim related to the Purchased Claim, (c) the security or securities (any such security, relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Program Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, and marketable title to the Transferred Claims, and Seller is duly authorized and empowered to transfer the Transferred Claims; (d) Seller has not engaged in any acts, conduct or transactions that would result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other to the extent, and in the form received from Seller's prior seller prior to the date hereof, a copy of the Notice of Proposed Allowed Claim Amount for the Proof of Claim (the "Notice") has been provided to Purchaser, and there have been no supplements, amendments or revisions undertaken by Seller with respect to the Notice; (h) to the extent, and in the form received from Seller, Seller has delivered to Purchaser a true and correct copy of the disbursement notices that have not been supplemented, amended or revised by Seller) that set forth the initial distribution on or about April 17, 2012, the second distribution paid by the Debtor on or about October 1, 2012, the third distribution paid by the Debtor on or about April 4, 2013, on account of the Transferred Claims; and (i) other than the Lehman Brothers Treasury Distribution received on account of the Purchaser's prior seller, Seller has not received any payment or distributions, whether directly or indirectly, on account of the Transferred Claims.

Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Program Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, and marketable title to the Transferred Claims, and Seller is duly authorized and empowered to transfer the Transferred Claims; (d) Seller has not engaged in any acts, conduct or transactions that would result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other to the extent, and in the form received from Seller's prior seller prior to the date hereof, a copy of the Notice of Proposed Allowed Claim Amount for the Proof of Claim (the "Notice") has been provided to Purchaser, and there have been no supplements, amendments or revisions undertaken by Seller with respect to the Notice; (h) to the extent, and in the form received from Seller, Seller has delivered to Purchaser a true and correct copy of the disbursement notices that have not been supplemented, amended or revised by Seller) that set forth the initial distribution on or about April 17, 2012, the second distribution paid by the Debtor on or about October 1, 2012, the third distribution paid by the Debtor on or about April 4, 2013, on account of the Transferred Claims; and (i) other than the Lehman Brothers Treasury Distribution received on account of the Purchaser's prior seller, Seller has not received any payment or distributions, whether directly or indirectly, on account of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice required by Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution of the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim and understands, and hereby stipulates, that an order of the Court may be entered without transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transaction described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Following the date of this Agreement, Seller shall promptly (but in any event no later than three business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser (including, for the avoidance of doubt, any distributions Seller receives after August 16, 2013 relating to the Transferred Claims in connection with the fourth distribution of the Debtor which is scheduled to be paid on or about October 3, 2013). Seller has transferred, or will transfer, as practicable after the date hereof, to Purchaser each Purchased Security to such account as Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. Evidence of Transfer supplements and does not supersede any confirmation, any other documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) in respect of the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take all such other and further actions as the other party may reasonably request to effectuate the intention and purpose of this Agreement and Evidence of Transfer, including, without limitation, carrying out the terms, of this Agreement and Evidence of Transfer, including, without limitation, the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflict of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 1st day of October 2013.

Barclays Bank PLC

By: 
Name: DANIEL CROWLEY
Title: MANAGING DIRECTOR

745 Seventh Ave
New York, NY 10019

VÄRDE INVESTMENT PARTNERS, L.P.

By Värde Investment Partners G., LLC, Its General Partner

By Värde Partners, L.P., Its Managing Member

By Värde Partners, Inc., Its General Partner

By: 
Name: Todd B. Jelen
Title: Managing Director

Address:

8500 Normandale Lake Boulevard Suite 1500
Minneapolis, MN 55437
Attn: Edwina P.J. Steffer
E-mail: esteffer@varde.com

Schedule 1

Transferred Claims

Purchased Claim

In connection with the Security/ISIN referenced below, \$10,484,947.48 of the allowed amount of the Proof of Claim.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount
Issue of JPY 10,000,000 Fixed Rate Notes due 14 January 2015 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$25,000,000,000	XSO209308294	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 1,110,990,000	\$10,484,947.48